4. Billing and Payment

4.1 Ameritech will bill Customer monthly for the OS services it performs at the rates specified in Exhibit A, which will include detailed billing information as required to substantiate its charges.

4.2 Customer will pay Ameritech for all undisputed amounts within thirty (30) days of receipt of the invoice for the OS services performed by Ameritech. When the payment date falls on a weekend or holiday, the due date shall be the next business day. Disputed amounts will be paid as outlined in Section 4.5 below.

4.3 A late payment charge of 1.5% monthly or the highest legal rate will be charged if payment is not received within forty-five (45) days of Customer's receipt of the invoice.

4.4 If any portion of the billing statement is in dispute, the disputing party shall inform the other party in writing of the disputed amount(s) involved. "Post payment disputed amounts" shall also be declared in writing to the other party subsequent to the payment and receipt of funds applicable to the disputed portion of any statement. Parties will have until thirty (30) days from the date the disputing party identified the dispute in writing to resolve the dispute. Such disputed amounts or post payment disputed amounts shall be payable by the 15th day from the date of resolving the dispute. In the event a dispute cannot be reconciled between the parties, it shall be resolved through the procedure described in Exhibit C.

5. Term and Termination

5.1 This Agreement shall become effective on the day it is signed by both parties and shall remain in effect for one (1) year.

5.2 The charges for the services provided under this Agreement (i) are set forth in Exhibit A attached hereto, (ii) shall remain firm fixed for the initial one (1) year term of this Agreement, and (iii) may be revised after such initial term pursuant to written notice given to Customer no less than sixty (60) days in advance of the effective date of the price revision.

5.3 This Agreement shall be automatically renewed after the initial term and shall continue in full force and effect until terminated in writing by either party ninety (90) days in advance of the expiration of the initial term. Subsequent to the initial term, this Agreement may be terminated by either party with ninety (90) days written notice.

5.4 If either party materially fails to perform its obligations under this Agreement, the performing party, after notifying the non-performing party of the failure to perform and allowing the non-performing party thirty (30) days to cure such failure, may terminate this Agreement immediately upon written notice to the non-performing party.

5.5 Upon termination of this Agreement, all claims by Ameritech or Customer for amounts due from the other under this Agreement must be made in writing within ninety (90) days after the termination of this Agreement.

5.6 Notwithstanding anything to the contrary in this Agreement, if legal or regulatory decisions or rules compel Ameritech or Customer to change the Agreement, then the parties will meet, negotiate and, if accord is reached, make the required changes by written agreement. If any changes are material and either of the parties determines that such material changes are not consistent with its interests, it may terminate the Agreement. Termination under these conditions shall be deemed a termination without cause, and neither party shall have any liability in connection with such termination.

6. Indemnification

6.1 To the extent not prohibited by law, each party shall defend, indemnify the other and hold it harmless against any loss, cost, claim, injury, or liability arising out of negligence or willful misconduct by the Indemnifying Party, its agents or contractors, in connection with the Indemnifying Party's provision of services and/or functions under this Agreement. The Indemnified Party agrees to notify the other party promptly, in writing, of any written claims, lawsuits. or demand for which the other party is responsible and to cooperate in every reasonable way to facilitate defense or settlement of claims.

6.2 The Indemnifying Party agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability including reasonable attorney fees. The Indemnifying Party shall not be liable for settlements by the Indemnified Party unless the Indemnifying Party has approved such settlements in advance and agrees to be bound by the agreement incorporating such settlements.

6.3 Without limiting the generality of the foregoing, to the extent that any services are performed in the State of Ohio each party hereby waives any immunity from its obligations to defend, indemnify and hold harmless the other party its corporate affiliates, their officers, employees and agents against and from claims by employees of each party, which immunity would

otherwise arise by operation of Ohio Revised Code §§4123.74 and 4123.41 and Section 35, Article II, Ohio Constitution or any other statute or constitutional provision.

7. Limitation of Liability

7.1 Each party shall use reasonable efforts to perform its commitments under this Agreement; however, except as provided in Section 7.2, Ameritech shall not be liable for any loss, nor for defects or equipment failures, caused in whole or in part by conduct of Customer, Customer's agents, servants, contractors or others acting in aid or in concert with Customer.

7.2 In the case of any loss, cost, claim injury or liability arising from the negligence or willful misconduct of both parties, each party shall bear, and its obligations under Section 6 shall be limited to, that portion of the resulting expense caused by its (including that of its agents, servants, contractors or others acting in aid or concert with it) negligence or misconduct.

7.3 Except for indemnity obligations which arise with respect to third party claims, each party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorney's fees, relating to or arising out of any negligent act or omission in its performance of this Agreement (not involving willful or wanton misconduct), whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

7.4 Under no circumstances shall Ameritech be liable to Customer or Customer's customer for any failure with respect to completion of emergency calls.

7.5 These remedies shall be exclusive of all other remedies against Ameritech or Customer, their affiliates, subsidiaries or parent corporation (including their directors, officers, employees or agents).

7.6 Except for indemnity obligations which arise and relate to personal injury, neither party shall have any liability whatsoever to or through the other for any indirect, special, or consequential damages, including, but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder, even if the other party has been advised of the possibility of such damages.

8. **Miscellaneous**

8.1 Compliance. Each party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

8.2 Independent Contractor. Each party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the parties. Each party and each parties' contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each party has sole authority and responsibility to hire, fire and otherwise control its employees.

8.3 Force Maieure. Neither party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence such as acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, or terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers.

8.4 Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

8.5 Confidentiality. Any information such as specifications, drawings, sketches, models, samples, data, computer programs and other software and documentation of one party that is furnished or made available or otherwise disclosed to the other party pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the disclosing party. Proprietary information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be transmitted by the disclosing party to the receiving party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the receiving party to be free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the receiving party, or is explicitly agreed in writing not to be regarded as confidential, it (a) shall be held in confidence by the receiving party and its

employees, contractors, agents and affiliates; (b) shall be disclosed to only those employees, contractors, agents or affiliates who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in writing by the parties.

8.6 Governing Law. This Agreement shall be governed by the laws of the state in which the services are performed.

8.7 Taxes. Customer shall pay or otherwise be responsible for all taxes which arise under this Agreement, except for any tax on Ameritech's corporate existence, status or income, including, if applicable, the Michigan Single Business Tax. Taxes shall be billed as separate items on the invoice.

8.8 Assignment. Neither Ameritech nor Customer may assign this Agreement to a third party without the prior written consent of the other; provided that Ameritech and Customer may assign this Agreement to a corporate affiliate upon prior written notice. Without limiting the generality of the foregoing, this agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and assigns.

8.9 Non-Waiver. Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

8.10 Notices. Notices given by one party to the other under this Agreement shall be in writing and shall be delivered personally, sent by express delivery service, certified mail or first class U.S. mail postage prepaid and addressed to the respective parties as follows:

To Customer:

> Brooks Fiber Communications
> 2855 Oak Industrial Drive NE
> Grand Rapids, Michigan 49506
> Attn: Mr. Martin W. Clift, Jr.

To Ameritech:

> Ameritech Information Industry Services
> 350 North Orleans, Floor 3
> Chicago, IL 60654
> Attn: Vice President and General Counsel

or to such other address as either party shall designate by proper notice. Notices will be deemed given as of the earlier of a) the date of actual receipt, b) the next business day when notice is sent via express mail or personal delivery or c) three (3) days after mailing in the case of first class or certified U.S. mail.

8.11 <u>Publicity.</u> Except as otherwise provided in this Agreement, neither party shall identify, either expressly or by implication, the other party or its corporate affiliates, or use any of their names, trademarks, trade names, service marks or other proprietary marks in any advertising, press releases, publicity matters or other promotional materials without such party's prior written consent.

8.12 <u>Survival.</u> The parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

8.13 <u>Joint Work Product.</u> The Agreement is the joint work product of the parties and, in the event of any ambiguities, no inferences shall be drawn against either party.

8.14 <u>No Third Party Beneficiaries.</u> Nothing in this Agreement shall be interpreted, construed or regarded as creating any third-party beneficiary rights, either express or implied.

8.15 <u>Entire Agreement.</u> The terms contained in this Agreement and any attachment(s) referred to herein, which are incorporated into the Agreement by this reference, constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither party shall be bound by any pre-printed terms additional to or different from those in this Agreement that may appear subsequently in the other party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by both parties.

Attached and incorporated herein are:

Exhibit A	-	Operator Services
Exhibit B	-	Required Facilities
Exhibit C	-	Dispute Resolution Between Executives
Appendix A	-	Customer Offices with Ameritech Operator Service

IN WITNESS WHERE OF, the parties hereto have caused this Agreement to be executed as of this __/___ day of May, 1996.

Brooks Fiber Communications

Ameritech Information Industry
Services, a division of Ameritech
Services, Inc. on behalf of Ameritech
Michigan

By: _Martin W Clift_

By: _____

Printed: _Mat W Clift Jr._

Printed: _Gregory M _____

Title: _Director Reg Industy Affairs_

Title: _____

Exhibit A

Operator Services

A. **Definitions** - Operator Services consist of the following services.

1. <u>Manual Call Assistance</u> - manual call processing with operator involvement for these services:

   a. Calling card - the customer dials 0+ or 0- and provides operator with calling card number for billing purposes.

   b. Collect - the customer dials 0+ or 0- and asks the operator to bill the call to the called number, provided such billing is accepted by the called number.

   c. Third number billed - the customer dials 0+ or 0- and asks the operator to bill the call to a different number than the calling or called number.

   d. Operator assistance - providing local and intraLATA operator assistance for the purposes of:

      1) assisting customers requesting help in completing calls or requesting information on how to place calls;

      2) handling emergency calls;

      3) verifying "no-answer" and "busy" conditions for customer;

      4) interrupting calls in progress for customer;

      5) handling credits and coin telephone local refund requests;

      6) providing local and intraLATA operator assisted call rate information; and

      7) handling person to person calls.

   e. Operator Transfer Service (OTS) - calls in which the end user dials "0" and is connected to an Ameritech operator and may request call routing to an IXC subscribing to OTS. The operator will key the IXC's digit carrier identification code to route the end user to the requested IXC's point of termination.

2. <u>Automated Call Assistance</u> - mechanized call processing without operator involvement for these services, specifically:

    a. <u>Automated calling card service</u> (ACCS) - the customer dials 0 and a telephone number, and responds to prompts to complete the billing information.

    b. <u>Automated collect and third number calling</u> (ACTC) - the customer dials 0 and a telephone number and responds to prompts to process the call and complete the billing information (Customer branding not currently available).

    c. <u>Automated coin toll services</u> (ACTS) - ACTS calculates charges, relates the charge to the customer, and monitors coins deposited before connecting the 1 + intraLATA or interLATA call.

3. <u>Line Information Database (LIDB) Validation</u> - mechanized queries to a LIDB for billing validation.

4. <u>Branding</u> - the ability to put Customer's brand on the front end of an OS call that is directly trunked into Ameritech's OS switch. "Custom Branding" provides the ability to put Customer's brand on that portion of the OS call going out to the called/billed party.

B. Rate Application - Ameritech will provide Operator Services and will bill Customer the applicable rates on a monthly basis, in accordance with the following methodology:

1. <u>Operator Assistance</u> - operator call occurrences multiplied by the per call rate, except as provided in B.5. Total call occurrences shall include all processed calls whether or not they are completed.

2. <u>Automated Call Assistance (ACCS, ACTC and ACTS)</u> - call occurrences multiplied by the per call occurrence rate, except as provided in B.5. Total call occurrences shall include all processed calls whether or not they are completed.

3. <u>LIDB Validation</u> - validation occurrences multiplied by the LIDB validation per occurrence rate, except as provided in B.5. Total validation occurrences shall include all validations whether or not the call is completed.

Ameritech will accumulate operator occurrences, automated occurrences, and LIDB validation occurrences via its Operator Services Call Analysis System (OSCAS). OSCAS utilizes TOPS AMA recordings to produce monthly summaries of mechanized and manual call occurrences.

In the event Ameritech is responsible for lost, destroyed or mutilated TOPS AMA recordings, Ameritech will not bill Customer for those calls for which there are no records. However, if within ninety (90) days, actual data should become available, Ameritech will bill Customer for those calls using actual data.

C. Rate Table

1. <u>Operator Assistance Occurrences</u> - rates will apply based on the total monthly volume and a LIDB charge will apply separately to all occurrences requiring billing validation.

   $ .466 per occurrence

2. <u>Automated Occurrences</u> - rates will apply based on the total monthly volume, and a LIDB charge will apply separately to all automated occurrences.

   $ .060 per Ameritech branded occurrence

   $ .069 per Customer branded occurrence where
   Customer branding provided

3. <u>LIDB Validation</u> - one rate will apply.

   $ .0646 per occurrence when the information is not stored in Ameritech's LIDB

   $.0369 per occurrence when the information is stored in Ameritech's LIDB.

4. <u>Custom Branding</u> - rate is a one time charge assessed on a per Voice Service Node basis. The Voice Service Node is the platform connected to the OS switch providing the branding capability.

   $4,000. per Voice Service Node

Required Facilities

As provided in Sections 2 and 3 above. Customer is responsible for delivering its OS traffic to Ameritech's TOPS switch. Specifically. Customer needs to deliver its traffic direct from the end office to the TOPS switch location, and there can be no tandem switching. The TOPS location to which Customer will be responsible for delivering its OS traffic will be determined by Ameritech based on the existing capacity of its service centers. Ameritech will, unless technical or economic reasons provide otherwise, have Customer deliver its OS traffic to the TOPS switch most closely located to the Customer's exchange originating the call.

CALLING NAME DELIVERY SERVICE AGREEMENT

Dated June 25, 1996

by and between

AMERITECH

and

BROOKS FIBER

3. Price and Payment

A. Ameritech will charge Customer a per query rate of $ .016 for any query initiated into Ameritech's CNDS database for any information accessed. Ameritech will charge Customer, and Customer agrees to pay, a per query rate of $ .020 for any query initiated by Ameritech on behalf of Customer into a third party CNDS database. This rate will include charges for transport of the query, access to the database, and the query itself.

B. Ameritech will bill Customer for its CNDS queries on a monthly basis and the bill must be paid within thirty (30) days of the bill date. Late payment charges of one and one-half percent (1.5 %) per month or the maximum percentage allowed by law, whichever is lower, will apply.

C. Ameritech will initially bill Customer in a manual format, until such time as the mechanized billing system for CNDS is implemented.

4. Ownership of the CNDS Information

A. Ameritech retains full and complete ownership and control over the CNDS information in its database.

B. Customer will not copy, store, maintain or create any table or database from any response received after initiating a CNDS query to Ameritech's CNDS database. And, Customer will prohibit its end users from copying, storing, maintaining, or creating any table or database from any response provided by Customer to end user after Customer initiated a CNDS query to Ameritech's CNDS database.

5. Term and Termination

A. This Agreement shall become effective on the date it is signed by both parties and shall continue for two (2) years from the date of its execution. Thereafter, this Agreement shall be automatically renewed for additional one year terms unless terminated by either party upon written notice given sixty (60) days in advance of any annual renewal.

B. Should Customer terminate this Agreement withi n the first six (6) months of its effective date, the Customer agrees to pay Ameritech an early termination sum equal to two (2) times the average monthly volume of the terminating party's CNDS queries. The average monthly volume will be calculated using the previous two (2) months' volume or, if less than two months, twice the monthly volume of the first month service was provided.

C. If at any time during the term of this agreement a tariff for CNDS becomes effective, the tariff and all terms and conditions, including all rates, will supersede the contract. Under these circumstances, no termination liability for either party will apply.

D. If either party materially fails to perform its obligations under this Agreement, the performing party, after notifying the non-performing party of its failure to perform and allowing the non-performing party thirty (30) days after receipt of the notice to cure such failure, may cancel this Agreement immediately upon written notice to the non-performing party.

E. Notwithstanding anything to the contrary in this Agreement, if legal or regulatory decisions or rules compel Ameritech or Customer to terminate the Agreement, Ameritech and Customer shall have no liability to the other in connection with such termination. Termination under these circumstances shall be deemed a termination without cause.

6. Limitation of Liability

A. Customer's sole and exclusive remedies against Ameritech for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Agreement regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount Customer has paid for CNDS queries.

B. These remedies shall be exclusive of all other remedies against Ameritech, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).

C. In no event shall Ameritech have any liabilty for system outage or inaccessibility, or for losses arising from the authorized use of the data by CNDS purchasers.

D. CNDS information provided to Customer hereunder shall be provided "as is." Ameritech makes no warranty, express or implied, regarding the accuracy or completeness of the CNDS information regardless of whose CNDS information is provided. And, Ameritech shall not be held liable for any actions or omissions arising out of or in connection with Customer's use of the CNDS information. Notwithstanding the foregoing, Ameritech warrants that it will access the same CNDS database for Customer's CNDS queries as Ameritech accesses for its own queries.

E. IN NO EVENT SHALL AMERITECH, ITS AFFILIATES, SUBSIDIARIES OR PARENT CORPORATION, (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS) HAVE ANY LIABILITY WHATSOEVER TO OR

THROUGH THE OTHER FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANYTHING SAID, OMITTED OR DONE HEREUNDER, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Notices

A. All notices or other communications required and permitted to be given under this Agreement shall be in writing (unless otherwise specifically provided herein) and delivered or addressed as follows:

If to Ameritech:

> Ameritech Information Industry Services
> 350 North Orleans; Floor 3
> Chicago, Illinois 60654
> Attn: Vice President and General Counsel

If to Customer:

> Brooks Fiber Communications
> 2855 Oak Industrial Drive, NE
> Grand Rapids, Michigan 49506
> Attn: Mr. Martin W. Clift, Jr.

B. All notices and other communications shall be deemed effectively given: (i) when delivered, if personally delivered; (ii) on the date of delivery (or, if refused, the refusal date shown on the return receipt) if mailed certified or registered mail, return receipt requested; or (iii) when received by the party for which notice is intended if given in any other manner.

8. Confidentiality

A. Any information such as specifications, drawings, sketches, models, samples, data, computer programs and other software and documentation of one party that is furnished or made available or otherwise disclosed to the other party pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the disclosing party. Proprietary information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be transmitted by the disclosing party to the receiving party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the receiving party to be free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the receiving party, or is explicitly agreed in writing not to be regarded as confidential, it (a) shall be held in confidence by the receiving party

and its employees, contractors, agents and affiliates; (b) shall be disclosed to only those employees, contractors, agents or affiliates who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in writing by the parties.

9. Assignment

A. Customer may not assign this Agreement to a third party without the prior written consent of Ameritech. A change in control, defined as a change in a party's controlling interest, whether by acquisition of voting stock, receipt of profits or otherwise, shall be deemed an assignment.

10. Choice of Law

A. This Agreement shall be construed in accordance with, and governed by, the internal laws of the State of Michigan.

11. Severability

A. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability or any other part or provision of this Agreement.

12. Force Majeure

A. Ameritech shall not be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including, without limitation, fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labor, materials, or equipment, failure or delays in delivery of vendors and suppliers or delays in transportation.

13. Non-Waiver

A. No course of dealing or failure of a party to enforce strictly any term, right, obligation or provision of this Agreement or to exercise any option provided hereunder shall be construed as a waiver of such provision.

14. Taxes

A. The charges under this Agreement do not include any sales, use, excise, transaction or other similar taxes levied against or upon the receipt of services

or goods pursuant to this Agreement. Customer shall be responsible for all such taxes excluding taxes based on Ameritech's net income. If such taxes are applicable, they shall be separately stated on the invoice to Customer.

15. Entire Agreement

A. This Agreement and all appendices attached hereto, constitutes the entire agreement between the parties and supersedes all previous proposals, both verbal and written.

Attached and incorporated herein are:

Appendix A   - Specifications and Standards

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Brooks Fiber Communications of   Ameritech Information Industry Services
   Michigan, Inc.

By: _Martin W. Clift Jr._   By: _____

Printed: _Martin W. Clift Jr._   Printed: _Gregory H. Dunny_

Title: _Director Regulatory Affairs_   Title: _VP . WA, Sales, Bus. Dev. Network Plan_

     7/25/96   for Ameritech Services, Inc. on behalf of
                                        Ameritech Michigan

Specifications and Standards

Description of Subject Area and Issuing Organization	Document Number
A. Bellcore, SS7 Specifications	TR-NPL-000246
B. ANSI, SS7 Specifications	
- Message Transfer Part	T1.111
- Signaling Connection Control Part	T1.112
- Transaction Capabilities Application Part	T1.114
C. Bellcore, CLASS Calling Name Delivery Generic Requirements	TR-NWT-001188
D. Bellcore, CCS Network Interface Specifications	TR-TSV-000905

Case No. U-11178

TELECOMMUNICATION SERVICES TRIAL AGREEMENT

BETWEEN

AMERITECH INFORMATION INDUSTRY SERVICES

AND

BROOKS FIBER PROPERTIES, INC.

Dated June 12, 1996

TELECOMMUNICATION SERVICES
TRIAL AGREEMENT
BETWEEN
AMERITECH INFORMATION INDUSTRY SERVICES
AND
BROOKS FIBER PROPERTIES, INC.

This Telecommunication Services Trial Agreement (this
"Agreement") is made and entered into as of ̶J̶u̶n̶.̶ ̶1̶2̶, 199̶6̶ (the
"Effective Date"), by and between Ameritech Information
Industry Services, a division of Ameritech Services, Inc., a
Delaware corporation (hereinafter "Ameritech") and Brooks
Fiber Properties, Inc.("Trial Customer"), (in this
Agreement, Ameritech and Trial Customer are sometimes
referred to collectively as the "Parties" or individually as
a "Party"), with reference to the following:

RECITALS:

A.   Ameritech is in the business of providing various
telecommunication services; and

B.   Ameritech desires to offer on a trial basis a new
associated services in connection with its telecommunication
services known as SPNP Direct with SS7 Signaling
(hereinafter referred to as the "Service"); and

C.   Trial Customer desires to take part in the trial
of the Service from Ameritech (the "Trial");

NOW THEREFORE, in consideration of the mutual promises
and covenants contained in this Agreement and for other good
and valuable considerations, the receipt and sufficiency of
which are hereby acknowledged, the Parties agree as follows:

1.   SCOPE OF AGREEMENT

   1.1 General Scope of Service

      Subject to the terms and conditions contained in
      this Agreement and as part of the Trial described in
      this Agreement, Ameritech agrees to make the Service
      available to Trial Customer as described in this
      Agreement, and Trial Customer agrees to utilize the
      Service. The Parties agree that this is a technical
      trial only and Brooks Fiber's customers will not be
      involved in any aspect of this Trial.

   1.2 Description of Service

      SPNP Direct with SS7 Signaling is being trialed as
      an enhancement to the existing SPNP service. SPNP

Direct with SS7 Signaling is expected to provide the ability to exchange some previously unavailable SS7 CLASS messages between Ameritech and the Trial Customer.

1.3 Trial Locations

The SPNP Direct with SS7 Trial will be conducted between Ameritech's central office located at 114 North Division and Trial Customer's central office located at 2855 Oak Industrial Drive, both locations in Grand Rapids, Michigan (hereinafter collectively referred to as the "Trial Locations").

1.4 Trial Objectives

The trial will be conducted as described below:

Implement and Test SPNP-Direct with SS7 between Ameritech and Trial Customer Trial Locations.

The objectives of the Trial are as follows:

(a) Evaluate the technical feasibility of the Service by assessing:

(1) functional operations of the Service including all call completions and the operation of Caller ID and other CLASS features listed on Attachment 1. In this regard, Ameritech and Trial Customer will jointly create a test script which would test the representative calling scenarios between Ameritech and the Trial Customer; and

(2) usage statistics for billing functions and trunk administration purposes.

(b) Develop method and procedure models for provisioning of the Service as a general tariff offering; and

(c) Identify costs and establish costing methodology associated with the delivery of the Service.

2. TERM OF AGREEMENT

2.1 Term

The Trial will commence on or about May 13, 1996 (the "Commencement Date"), and will terminate thirty (30) days thereafter (the "Trial Period"); provided,

however, that if Ameritech determines that the Trial Objectives as set forth in Section 1.4 of this Agreement have not been achieved, then both parties agree to negotiate a revised Trial schedule.

2.2 Non Extension; Continuation

Upon expiration of the Trial Period and subject to its general availability, Trial Customer may elect to continue to receive the Service from Ameritech pursuant to the rates set forth in the applicable tariff when generally available. From the period Service is initiated until the date when the tariff becomes effective, Trial Customer agrees to retroactively compensate Ameritech for this Service pursuant to the applicable tariff charges.

2.3 Termination

Notwithstanding Paragraph 2.1 of this Agreement, either Party may terminate this Agreement at any time upon ten (10) days prior written notice. Each Party shall bear its own costs associated with termination of this Agreement and the Trial.

3. CHARGE

Ameritech and Trial Customer will be responsible for their individual expenses associated with the Trial as further described in Section 4 of this Agreement.

Ameritech will provide 'ported' telephone numbers from the Grand Rapids Bell DS1 and the Comstock Park central offices to be used during the call test scenarios.

Trial Customer shall be responsible for its expenses including the SPNP Direct with SS7 trunk group between Ameritech tandem central office and Trial Customer's central office. The Trial Customer will provide the transmission facilities for this interconnecting trunk group.

4. RESPONSIBILITIES OF THE PARTIES

4.1 Ameritech's Responsibilities

Ameritech shall provide the following support to Trial Customer at no charge during the Trial Period:

(a) Reasonable documentation and educational material necessary to support the Trial.

(b) Reasonable support, for Trial related activities, during Ameritech's normal business hours including the assignment of a project manager.

4.2 Trial Customer's Responsibilities

Trial Customer will utilize the Service during the Trial Period and provide the personnel, including the assignment of a project manager, necessary to conduct the Trial, including those described below:

(a) Use of the Service so as to provide Ameritech with information to conduct an evaluation of the Trial.

(b) Reasonable support, for Trial related activities, during Ameritech's normal business hours including the assignment of a project manager.

5. USE

5.1 Limitation of Rights Granted

This Agreement does not convey to Trial Customer any right, by license or otherwise, in or to any operations or applications software owned or licensed by Ameritech, other than as provided in this Agreement. Ameritech may terminate, in whole, this Agreement if Trial Customer or its employees or agents uses the Service for any purpose other than the Trial. Trial Customer will indemnify and hold harmless Ameritech from any liability associated with the termination pursuant to this Section 5.1.

5.2 Trial Results

Ameritech or any direct or indirect subsidiary of Ameritech may conduct, at its own expense, marketing studies with the Trial participants and Trial Customer will use reasonable efforts to cooperate with any such efforts.

5.3 Information

Any documentation or educational materials delivered to Trial Customer by Ameritech or any Ameritech subsidiary in connection with the Trial shall be and remain the sole and exclusive property of such party and shall be returned to Ameritech upon request by Ameritech or termination of this Agreement.

6. SPECIAL CONDITIONS

6.1 Excused Performance

Ameritech shall not be liable in any way for any delay or any failure to provide the Service or for any outages or interruptions in the Service under this Agreement regardless of the cause, circumstances, length or severity.

6.2 Disclaimer of Warranties

The Service is provided with no warranties or representations of any kind. Ameritech will use reasonable efforts to correct any interruption or failure of the Service but in no event will it be liable for any failure to make any such correction. AMERITECH DISCLAIMS ALL WARRANTIES INCLUDING SPECIFICALLY ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.3 Limitation of Liabilities

Ameritech assumes no liability for any customer premises equipment or software vendor who may participate in the Trial from time to time under any theory or cause of action. UNDER NO CIRCUMSTANCES WILL AMERITECH BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS.

7. GENERAL TERMS AND CONDITIONS

7.1 Assignment

Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

7.2 Benefit

This Agreement shall be binding upon and inure to the benefit of the respective successors, assignees, lessees or beneficiaries of Trial Customer and Ameritech.

7.3 Modification

Any modification of any provision of this Agreement or amendment to this Agreement must be in writing and signed by authorized representatives of both Parties.

7.4 Enforceability

If any of the provisions of this Agreement, or any portion of any provision, are held to be illegal, invalid, or unenforceable, Trial Customer and Ameritech shall negotiate a modification of or amendment to this Agreement to make this Agreement consistent with the Parties' understanding.